

The 11th May, 1981

No. 9 (1) 81-8Lab/492.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workman and the management of M/s Frick India Ltd., Mathura Road, Faridabad.

**BEFORE SHRI M. C. BHARDWAJ, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD**

Reference No. 10 of 1979

between

**SHRI AVDHES SINGH, WORKMAN AND THE MANAGEMENT OF M/S FRICK INDIA
LIMITED, MATHURA ROAD, FARIDABAD**

Present—

Shri Yoginder Singh for the workman.

Shri S. L. Gupta, for the management.

AV RD

By order No. 2424, dated 11th January, 1981, the Governor of Haryana referred the following dispute between the management of M/s Frick India Ltd., Mathura Road, Faridabad and its workman, Shri Avdhesh Singh to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Avdhesh Singh was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, following issues were framed on 19th June, 1979:—

- (1) Whether the workman was a probationer and his work was unsatisfactory?
- (2) Whether the termination of services of the workman was justified and in order?
- (3) Whether the workman is gainfully employed? If so, to what effect?

And the case was fixed for the evidence of the management, who examined Shri K. K. Chaturvedi and Shri V. N. Sharma as M. W. 1 and closed their case. And the case was fixed for the evidence of the workman, who examined himself as W. W. 1 and closed his case. Arguments were heard. Now giving my finding issuewise:—

Issue No. 1.—M. W. 1 stated that the concerned workman was appointed as a 'fould' on 1st November, 1976. Letter of appointment was Exhibit M. 1. It was signed by the workman at that point. He was appointed on six months probation and his work was not satisfactory. Reports about his work were Exhibit M. 2 to M. 4. Period of probation was extended, vide Exhibit M. 5 and M. 6. In cross-examination he stated that Exhibit M. 2 to M. 4 were not shown to the workman. He denied the suggestion that Exhibit M. 1 was fabricated document. In re-examination the witness stated that the workman came into service of the company in 1976, but had left and rejoined on 15th November, 1977. M. W. 2 stated that the concerned workman worked under him. Reports Exhibit M. 2 to M. 4 were prepared by him. In cross-examination he stated that the workman was asked verbally that his work was not satisfactory. He admitted that there was no work standard for a helper. He further stated that reports Exhibit M. 2 to M. 4 were prepared by him on the basis of his memory.

W. W. 1 stated that he had joined service on 1st November, 1976. His appointment letter was Exhibit W. 1. His services were terminated on 30th October, 1977. In cross-examination he admitted his signatures on Exhibit M. 1. He denied having left his job and re-employment in the factory. He stated that a 15 days break was given in his service. He denied his signatures on Exhibit M. 9. He further stated that at the time of 15 days break in service he was paid his full and final account of the service. He had made a complaint about this to the union. He did not make a complaint to the Labour Officer because the management had given him duty.

It is admitted fact that the workman was in the service of the management from 1st November, 1976. It is admitted by the workman that he received his full and final settlement of account before rejoining on 15th November, 1977. He had admitted 15 days break in the service. Thus the present service

started by Exhibit M. 1 which is signed by the workman. According to the terms and conditions he was appointed on probation for a period of six months extendable at the discretion of the management. It is further written that in case no letter of confirmation is issued he will continue to be on probation. Exhibit M. 5 and M. 6 are letters for extension of probation period. These letters according to the management were not received by the workman. It is held in 1976 I.A.B. L.C. 960 that a probationer does not automatically acquire status of a permanent member after the expiry of probation period unless rules or orders of appointment expressly so provided. But in the instant case terms and condition No. 3 of Exhibit M. 1 specifically provides that he will continue to be on probation till a letter of confirmation was issued. According to M.W. W. stated by engineer reported his parts Exhibit M. 1 to 3, that the work of the workman was not satisfactory. His issue is decided in favour of the management.

*Issue No. 2.—*M. W. W. stated that after the expiry of probation period the services of the workman were terminated,—*vid. Exhibit M. 7.* M. W. W. stated that his services were terminated on account of his union activities. The representative for the management argued that the services of the workman were terminated according to the terms of employment. In 1976 LLN page 6 it is held:—

"It is well settled that probation means satisfaction of the employer. Once the employer is not satisfied with terms of contract it is well open to the employer to dispense with services of the particular employee. The impugned order is one of termination of probation simplicitor which means that the employer is not satisfied with the conduct of the employee. That would be enough to uphold the order."

Therefore, termination is termination simplicitor of probationer. This issue is decided in favour of the management.

*Issue No. 3.—*No evidence was laid by the management, therefore, this issue is decided against the management.

While answering the reference, I give my award that the termination of services of the workman was justified and in order. The workman is not entitled to any relief.

M. C. BHARDWAJ,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Dated the 7th April, 1981.

No. 369, dated the 7th April, 1981.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

M. C. BHARDWAJ,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Th. 5th June, 1981

No. J(1)81-Lab/6/81.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/s Hindustan Pottery Industries, E-5, Industrial Area, Bahadurgarh.

BEF ORE SHRI BANWARI LAL DALAL, PRESIDING OFFICER, LABOUR COURT,

HARYANA, ROHTAK

Reference No. 63 of 1976

between

SHRI PANNA LAL, WORKMAN AND THE MANAGEMENT OF M/S HINDUSTAN POTTERY INDUSTRIES, E-5, INDUSTRIAL AREA, BAHADURGARH

Present—

No one, for the workman.

Shri S. K. Goswami, for the management.

AWARD

This reference has been referred to this court by the Hon'ble Governor, -*vide* his order No. ID/ RK/63-H-6/2843), dated the 5th August, 1980 under section 10(i)(c) of the Industrial Disputes Act, for adjudication of the dispute existing between Shri Panna Lal, workman and the management of M/s Hindustan Pottery Industries, Bahadurgarh. The term of the reference was,—

Whether the termination of services of Shri Panna Lal was justified and in order ? If not, to what relief is he entitled?

On the receipt of the order of reference, notices as usual were sent to the parties. The parties appeared in response to the notices, filed their respective pleadings and the following issues were framed on the basis of the pleadings of the parties :—

(1) Whether the workman resigned his job and received payment from the management in full and final settlement of all his claim against them after acceptance of the resignation duly conveyed to him ?

(2) If not as per reference ?

The management examined Shri Moti Lal, Manager as their witness and closed their case. The workman examined himself and Shri Ardesi as his witnesses and closed his case. The management was allowed to adduce additional evidence at a cost of Rs 100. The workman was required to admit or deny the documents which were already in the file but the management could not confront the workman with the same. The workman on the next date admitted his signatures on the documents. The case was then fixed for arguments but the workman did not address arguments and arguments on behalf of the management were heard after giving three opportunities to the workman. I have also gone through the evidence and have seen the record. decide the issues as under.

Issue No. 1.—The management has contended that the workman was served with a chargesheet Ex. M-1 to which he replied through Ex. M-6. The workman expressed his desire to resign after admitting the allegations levelled against him in the charge-sheet. The workman put his signature on Ex. M-2 the resignation scribed by the manager who appeared as M.W.-1. The resignation was accepted then and there by M.W.-1 directing the workman to receive his full and final payment. The workman was paid Rs 99 as his earned leave wages. *vide* voucher Ex. M-3.

On the other hand the workman denied that he had ever resigned and stated that the manager Shri Moti Lal obtained his signatures on three blank papers under threat of handing him over to the police. He has further stated that he made complaint in the city police station through registered post and the postal receipt was Ex. W-1. He also made complaint to the Chief Minister and Prime Minister through registered post.

W.W.-2 has also corroborated the statement of the workman and stated that Shri Madan Lal, Manager of the respondent, asked him to go away and got the office closed when Panna Lal, the workman concerned, was surrounded by the men of the respondent.

From the documents i.e. M-2, M-3 and M-5 relied upon by the management it is obvious that the signatures of the workman on these documents appeared much below the matter written in these documents raising doubt that the signatures had been obtained on blank paper and the matter contained had been scribed afterward. The workman has complained against obtaining his signatures on these blank papers promptly and instantiatly which is proved from Ex. W-1 the postal receipt of the complaint sent to the city police station. The documents Ex. M-2, M-3 and M-5 cannot be relied upon as they are forged *vide* and the signatures on these documents has been obtained under threat and duress. Therefore, hold that the workman did not resign his job nor he received full and final payment of all his dues. This issue accordingly decided against the management.

Issue No. 2.—When the documents i.e. M-2, M-3 and M-5 have been held to be forged, the case of the management which was based on these documents has been proved to be false and fabricated and the justification of termination on the basis of these documents also cannot be upheld. I am therefore, constrained to hold that the termination of the workman is neither justified nor in order. The workman is entitled to reinstatement with continuity of service and full back wages. The reference is answered and returned accordingly.

Dated the 23rd May, 1981.

BANWARI LAL DALAL
Presiding Officer,
Labour Court, Haryana,
Rohtak.

Endorsement No. 1737, dated the 27th May, 1981.

Forwarded (four copies) to the Secretary to Government, of Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana,